



**THIRD AMENDMENT TO THE BROADWAY CIRCLE CONSTRUCTION CONTRACT,
INITIALLY ENTERED INTO BY AND BETWEEN PROJECT BEE AND MATTSON
CONSTRUCTION COMPANY ON APRIL 26, 2022, AND ASSIGNED FROM PROJECT
BEE TO THE CITY OF MINOT**

THIS THIRD AMENDMENT to the Broadway Circle Construction Contract is made and entered into effective December 2, 2024 ("Amendment Effective Date") and is by and between the City of Minot (City) and Mattson Construction Company (Mattson Construction). Throughout this Amendment, the City and Mattson Construction shall be collectively referred to as "the Parties", and each a "Party".

WHEREAS, the City assumed the majority of Project BEE's rights and obligations under the following Broadway Circle Construction Contract in order to ensure construction and completion of seventeen affordable rental units for low to moderate income (LMI) households and to develop a family homeless shelter with six emergency shelter units for LMI households, hereinafter referred to as the "Broadway Circle Project":

1. AIA Document A101-2017, A Standard Form of Agreement between Owner and Contractor where the basis of payment is a stipulated sum entered into on April 26, 2022 by and between Project BEE, and Mattson Construction Company (Contractor) to construct the Broadway Circle Project BEE located at 1901 S. Broadway, Minot, ND 58701 (EAPC Project # 20204441). This document is referred to throughout this Agreement as the "Broadway Circle Construction Contract."; and

WHEREAS, the Parties entered into a First Amendment to the Broadway Circle Construction Contract extending the substantial completion date for the Broadway Circle Project to October 24, 2024 and establishing new contact information for the Owner's Representative; and

WHEREAS, the Parties entered into a Second Amendment to the Broadway Circle Construction Contract extending the substantial completion date for the Broadway Circle Project to December 16, 2024; and

WHEREAS, the Parties desire to now amend the Broadway Circle Construction Contract to extend to Substantial Completion date established in § 3.3.1 of Article 3 (Date of Commencement and Substantial Completion) to April 7, 2025; and

NOW, THEREFORE, in consideration of the mutual covenants and promises recorded herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties intending to be legally bound, hereby agree as follows, effective as of the Amendment Effective Date first written above that § 3.3.1 of Article 3 (Date of Commencement and Substantial Completion) in the Broadway Circle Construction Contract establishing the date of substantial completion is hereby deleted and replaced in its entirety with the following:

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work by April 7, 2025.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their undersigned officials as duly authorized,

Mayor

Date _____

MATTSON CONSTRUCTION CO.

Title:

Date _____

Attest:

City Clerk J

Date _____

Attest:

Title:

Date _____

Attest:

Finance Director, City of Minot

Date _____